

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 23 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DTFH61-07-R-00146	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NO. 41-12-07009
7. ISSUED BY Federal Highway Administration Office of Acquisition Management 1200 New Jersey Ave. SE, Mail Stop: W36-455 Washington, DC 20590		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in **original and 5 copies** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in 1200 New Jersey Ave. SE, Mail Stop: W36-455, until **3:00 p.m.** local time **August 24, 2007**.

THIS IS A FULL AND OPEN COMPETITION REQUIREMENT

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Lorraine Wilson	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Lorraine.wilson@dot.gov
		AREA CODE 202	NUMBER 366-6010	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)

Prescribed by GSA - FAR (48 CFR) 53.214(c)53.214(c)

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish all necessary facilities, materials, and personnel and shall perform all services required to accomplish the effort entitled "Modeling of Hot Mix Asphalt (HMA) Compaction", in accordance with Section C below.

CLIN (contract line item number)	Description	Firm-Fixed Price
0001	Research & Analysis Services, in accordance with Section C. Partial Payment for Partial Delivery may be made.	

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Background & Scope

A lack of density in in-place hot mix asphalt pavement is most frequently cited in construction-related performance problems. Insufficient density is blamed for premature cracking, rutting and aging of HMA. It is acknowledged among asphalt technologists as an important technical issue to be solved.

In-place HMA density is achieved by having a consistent and workable mix placed during acceptable weather conditions with the proper paving and compaction techniques applied. If any of these factors is not met, the final result may be in jeopardy.

Defining a workable mix begins in the mix design phase. The proper balance of asphalt binder, fine aggregate, coarse aggregate, and additives will ensure that at high temperatures, the material can be mixed, placed, and compacted. A dense mix that is too harsh due to low asphalt content or too much coarse aggregate will not compact regardless of the compaction effort put into it. A gap-graded mixture such as Stone Matrix Asphalt (SMA) will compact readily at high temperatures if the matrix portion of the mix remains sufficiently fluid to allow compaction without drain-down.

Consistency in produced HMA is a function of proper plant and paving controls. If there is a high fluctuation in the aggregate feed due to metering problems or variability in moisture, the mixture will have inconsistent binder content. Likewise, if paving practices are such that the starting and stopping of the paver results in the high mat temperature differences, then the resulting mat will likely have density differences along its length.

Weather plays a key role in obtaining density in HMA pavements. Cold temperatures will cause the asphalt binder to harden faster, resulting in a smaller window of opportunity to place and compact the mix in the field. Precipitation during construction will also cause heat loss in the mix, and result in lower final density.

Finally, construction operations at the paver and roller will dictate the density of the material. Frequently, when paving and compaction operations are adjusted properly, they can overcome mixture and weather constraints.

As important as the density of HMA is to its performance, there is no scientific explanation for the compaction process. This is primarily because of the complexity of the problem. The asphalt binder acts as a thermorheologically simple material whose properties change as temperature changes. The asphalt binder is a continuous phase in which aggregate and voids are interspersed. The aggregates are discrete particles whose size ranges from coarse to very fine, whose shape may vary from rounded to angular, and whose aspect ratio may range from flat to blocky. The air voids may be dispersed throughout the asphalt binder or they may be interconnected.

As compaction proceeds, the HMA cools and causes the asphalt binder to stiffen, the aggregate particles reorient, and the air to be expelled. It would be advantageous to mathematically describe the compaction process in order to:

1. Theoretically relate laboratory and field compaction.
2. Understand the important parameters in obtaining density without sacrificing performance.
3. Improve the construction process to obtain the optimum in-place density.

This project would identify mathematical models which could be applied to the compaction of HMA, modify these to be suitable for modeling HMA compaction, identify parameters to be determined or estimated for the model, and perform a sensitivity study on the parameters.

Tasks

The project will be divided into two phases:

Phase I

Task 1 – Technology Review

Perform a technology review that identifies models that could potentially be used for the compaction of HMA. Particular attention should be paid to recent advances in intelligent compaction and how the models resulting from this project could be incorporated. The technology review shall consider that the controlled strain environment of laboratory compactive effort can be modeled based on constitutive material properties and micromechanical models. Likewise, consideration shall be given to the controlled/dynamic stress environment of field compaction and how that can best be modeled.

Task 2 – Model Selection

Select the most appropriate model and describe how it would be modified for it to be suitable for describing HMA compaction. The contractor shall submit a Phase I report documenting the findings of Task 1 as well as the rationale for the recommendations in Task 2. The Phase I report will also include a workplan for Phase II.

NOTE: A draft Phase I report shall be submitted to the COTR electronically in MS Word format. The COTR may provide comments to the contractor within 30 days after receipt of the draft. Upon receipt of any editorial comments from the COTR, the contractor shall make the necessary revisions and submit the final version of the Phase I report (electronically in MS Word format and one (1) hard copy) to the COTR within 15 days after receipt of FHWA's editorial comments.

NOTE: The Contractor must receive written notification to proceed from the Contracting Officer before beginning Phase II.

Phase II

Task 3 – Input Determination

Upon approval on the Phase I workplan, make the necessary model modifications. Identify the parameters required for input to the model. The means for determining the inputs (e.g., using temperature-viscosity data from binder testing) or estimating the required inputs shall be identified and documented. Identification of required information for model verification and calibration shall be made as well the data sets to be used.

Task 4 – Limited Verification/Calibration

A limited verification of the resulting model shall be conducted using available data such as the data from FHWA's Accelerated Load Facility or data from ongoing intelligent compaction studies.

Task 5 – Sensitivity Analysis and Develop Guidelines

Perform a sensitivity analysis on the inputs to describe the impact of the parameters on the outcome of the HMA compaction process. Develop guidelines that will give contractors and agencies a better insight into important issues with both laboratory and field compaction techniques.

Task 6 – Prepare Final Report

A final report documenting the findings and recommendations of Tasks 1 through 5 (Phase I and II) shall be submitted. The final report shall include a stand-alone section of guidelines for agency and industry personnel on the aspects of compaction that are most critical and recommendations for the best ways for those factors to be optimized and determined. The report shall discuss the next steps to be taken in improving the modeling the model, which would include validation with both laboratory and field materials.

Final Report Review Process - The final report required under Task 6 will be processed in the following manner:

The contractor shall submit an electronic version (MS Word) and one (1) hard copy of the draft Final Report to the COTR for technical review. The COTR may provide comments to the contractor within 30 days after receipt of the draft. The contractor shall revise the final report according to the COTR comments and shall submit a final version (one copy electronically in MS Word and one hard copy) within 15 days after receipt of COTR comments.

Quarterly Progress Reports

The Contractor shall furnish one (1) copy of a letter type progress report to the COTR and one (1) copy to the Contract Administrator, on or before the 15th of the month following the three (3) month period being reported. Each report shall contain concise statements covering the research activities relevant to the study, including:

1. A clear and complete account of the work performed.
2. An outline of the work to be accomplished during the next report period.
3. A description of any problem encountered or anticipated that will affect the completion of the contract together with recommended solutions to such problems; or, a statement that no problems were encountered.

REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

In addition to the work requirements specified in this statement of work, vendors must ensure that all electronic documents that they prepare will meet the requirements of Section 508 of the Rehabilitation Act. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. Vendors can view Section 508 of the Rehabilitation Act at <http://www.section508.gov/index.cfm>.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

Any deliverables required under this contract shall be packaged and marked in accordance with best commercial practices so as to ensure safe and timely delivery to destination.

SECTION E - INSPECTION AND ACCEPTANCE

All work hereunder shall be subject to review by the Government.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

52.246-4 Inspection of Services - Fixed-Price. AUG 1996

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

Performance shall begin on the effective date of the contract. All work and services required hereunder including preparation and submission of the final report shall be completed on or before (to be negotiated).

F.2 PLACE OF DELIVERY

All deliverables, one (1) copy of each invoice, and one (1) copy of the quarterly progress reports (See Section G.1) under the contract shall be delivered F.O.B. Destination, under transmittal letter, to the following address:

Federal Highway Administration
Turner-Fairbank Highway Research Center
6300 Georgetown Pike
McLean, VA 22101
Attention: (to be filled in at award)

One (1) original and one (1) copy of each invoice, one (1) copy of the transmittal letter for all deliverables, (1) copy of the quarterly progress reports, and other items as specified shall be delivered to the Contract Administrator (CA) at the following address:

Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Avenue, SE
Mail Drop: W36-455
Washington, D.C. 20590
Attention: Lorraine Wilson, HAAM-30

F.3 DELIVERABLES

DELIVERABLE	DUE DATE
The Phase I report including Phase II workplan	TBD
Final Report	TBD
Quarterly Progress Reports	15 th of the month following the three-month period being reported

F.4 52.242-15 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

- (a) The CO may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the CO shall either:
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The CO shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if:
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the CO decides the facts justify the action, the CO may receive and act upon a proposal submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the CO shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the CO shall allow, by equitable adjustment or otherwise, reasonable costs

resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PAYMENT – FIXED PRICE

The Government shall pay the Contractor the fixed price, as specified under Section B, of \$_____. When applicable, partial payment may be made for partial delivery. Payment will be authorized when the Contracting Officer receives the COTR's determination of satisfactory completion or acceptance of work or deliverables required under each task order.

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer has designated _____ as Technical Representative (COTR) to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR IS NOT authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. The Contracting Officer shall authorize any such revision in writing.

G.3 SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT

Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:

[as negotiated]

Any future change or revision to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TAR 1252.237-73 KEY PERSONNEL (MAY 2005)

- (a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

- (b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel under this Contract are:

[to be completed at award]

H.2 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

- (a) Contractor Performance Evaluations Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for Architect-Engineering). The final performance evaluations will be prepared at the time of completion of work.

Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The contractor will be permitted thirty days to respond. Contractor response is voluntary and is not mandatory. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the CO, whose decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

- (b) Electronic Access to Contractor Performance Evaluations FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for architect-engineering) require agencies to prepare interim and final evaluations of contractor performance. The U.S. Department of Transportation utilizes the National Institutes of Health (NIH) Contractor Performance System (CPS) to record and maintain past performance information. The CPS module for architect-engineer contracts is not yet available therefore the following information regarding electronic access does not apply to architect-engineer contracts.

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <https://cpscontractor.nih.gov/>. The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.

(End Of Clause)

H.3 TAR 1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)

The Contractor shall not publish, permit to be published, or distribute information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the CO. One copy of any material proposed to be published or distributed shall be submitted to the CO.

(End of clause)

PART II

SECTION I - CONTRACT CLAUSES

I.1 PRINTING RESTRICTIONS

All printing funded by this agreement must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION. JUL 2006

All contractors desiring to receive awards of DOT contracts, purchase orders, delivery orders, or other contractual vehicles must be registered in the Central Contractor Registration (CCR) database before receiving an award, and throughout the contract's period of performance. The CCR is a Department of Defense web-based repository of contractor information.

Interested offerors should read and understand the requirements of FAR 52.204-7. The offeror must register in the CCR prior to receiving any DOT contract awards, and must maintain current, updated information in CCR throughout the performance period of the contract. The Electronic Funds Transfer information in the CCR must be accurate in order for contractors' invoices or contract financing requests to be considered proper invoices for the purpose of prompt payment under DOT contracts. Offerors can register in CCR at any time and are encouraged to do so immediately.

Offerors may register in the CCR database and obtain additional information at <http://www.ccr.gov>, or by calling 1-888-227-2423. The contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the DOT's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the contractor must confirm on an annual basis that its information in the database is accurate and complete.

*******ALERT***** FRAUDULENT CCR LETTERS*******

Recently, current U. S. Department of Transportation (DOT) contractors and potential contractors have received fraudulent letters purporting to be issued by DOT. These fraudulent letters request that current or potential contractors register in the DOD Central Contractor Registration System (CCR). If you receive such a letter, please DO NOT complete the requested CCR worksheet that is attached to the letters and DO NOT release any information to the facsimile number cited in the letter. Please be aware that no Federal agency requires any confidential information to be submitted to verify CCR registration. The CCR is a legitimate government system. However, to register, contractors should go directly through the CCR website and never through a third party. There is no requirement to send information directly to any Federal agency. For information on how to register in the CCR, please visit website <http://www.ccr.gov>/ or call 1-888-227-2423.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005

52.222-19	Child Labor – Cooperation with Authorities and Remedies	JAN 2006
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	SEP 2006
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	OCT 2003
52.233-1	Disputes (ALT I – DEC 1991)	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes – Fixed Price	AUG 1987
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2007
52.246-25	Limitation of Liability-Services	FEB 1997
52.249-2	Termination for Convenience of Government (Fixed-Price)	MAY 2004

52.249-8 Default (Fixed-Price Supply and Service)

APR 1984

**II. DEPARTMENT OF TRANSPORTATION ACQUISITIONS REGULATIONS (48
CHAPTER 12) CLAUSES**

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
1252.223-73	Seat belt use policies and programs	APR 2005
1252.235-70	Research misconduct	APR 2005
1252.242-73	Contracting officer's technical representative	OCT 1994

PART III

SECTION J - LIST OF ATTACHMENTS

1. OF-17, Offer Label - Notice to Offeror – 1 page
2. Authorized Negotiators Form – 1 page
3. Certification of Data – 1 page
4. Minimum Requirements for FHWA Web Pages – 1 page
5. Past Performance Questionnaire – 3 pages
6. Standard Form LLL, Disclosure of Lobbying Activities – 2 pages

PART IV

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

52.204-8 Annual Representations and Certifications (Jan 2006)

a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541710.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

IMPORTANT DELIVERY INFORMATION: *Please note that the U.S. Department of Transportation (DOT) Headquarters moved to the following new location:*

1200 New Jersey Avenue, SE
Mail Drop: W36-455
Washington, DC 20590

NOTE: Security procedures prohibit non-uniformed couriers from delivering material directly to offices in the DOT building. Only uniformed couriers from FedEx and the United Parcel Service, who are dressed in a uniform bearing their organization's name and possessing official identification, may deliver proposals or sealed bids directly to the Office of Acquisition Management. Other couriers and individuals must deliver material to the mail room/visitor's center at the new building's main entrance at 1200 New Jersey Avenue, SE. The guard will accept the material, dismiss the courier, and then the material will be examined and x-rayed prior to being delivered to the Office of Acquisition Management through the normal building mail delivery procedures, which could add one or more working days. Alternatively, offerors may ask the guard to call the Acquisition Office (x64232) to have someone come down and accept the material once it has been examined; while we will do our best to accommodate such requests, FHWA is not responsible if someone is not immediately available to pick up your proposal. Offerors must make allowances for these procedures in order to assure that offers arrive on time. **Bids/offers must be received by the Office of Acquisition Management by the time and date due, to be considered timely,** not just delivered to the mail room/visitor's center.

To assist in expediting delivery, the outside of the envelope/package containing the offer must be marked with the completed Optional Form 17, Offer Label, included as Attachment No. 1 and available on line at <http://www.fhwa.dot.gov/aaa/forms.htm>.

Further, please be advised that all of our mail (items handled by the U.S. Postal Service) is sent out of town for scanning and irradiation prior to delivery to the building. This process can add several days to your mailing time, even from local addresses.

Please keep these factors in mind as you determine the best means to deliver your proposal so as to ensure delivery in the Office of Acquisition Management by **no later than 3:00 PM Eastern Time.**

This RFP is being transmitted electronically. Offerors are reminded that if you download copies of this or any other solicitation you will NOT automatically receive amendments to those solicitations. It is your responsibility to check back frequently to the download source to see if any amendments have been issued to solicitations you have downloaded. All amendments will be posted to, and downloadable from **www.fbo.gov.**

Please direct all questions to Ms. Lorraine Wilson at email Lorraine.Wilson@dot.gov or phone number (202) 366-6010.

NOTE: With respect to The Procurement Integrity Act requirements regarding "proprietary information," your attention is directed to FAR 3.104-4(d)(1), (2) and (3).

NOTE: Facsimile bids/proposals will not be considered for this solicitation.

L.1 52.204-6 Data Universal Numbering System (DUNS) Number (OCT 2003)

L.2 52.215-1 Instructions to Offerors – Competitive Acquisitions (JAN 2004)

Pursuant to FAR 52.215-1 (MAY 2001), subparagraph (f)(4), the Government intends to evaluate proposals and make awards without discussion with Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer determines that they are necessary.

L.3 52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed-Price type contract resulting from this solicitation.

L.5 THIS REQUIREMENT IS A FULL AND OPEN COMPETITION REQUIREMENT.

L.6 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

The Government's evaluation criteria are delineated in Section M, herein. Offerors are advised to carefully review Section M in preparing their proposal submissions.

L.7 PROPOSAL FORMAT

All Offerors shall submit the following:

1. RFP Section A, Blocks 12 through 18 of Standard Form 33 must be filled in as appropriate, signed and returned with the offer.
2. A completed Standard Form LLL, Disclosure of Lobbying Activities, must be completed and submitted in Volume II. The Form is included as Attachment No. 6.
3. In addition, each Offeror must submit an original and 5 copies of proposal volumes I and II as described below.

The format of the above proposal volumes shall be as follows:

1. Proposals shall be prepared on 8½ x 11 inch paper except for foldouts used for charts, tables or figures, which shall not exceed 11 x 17 inches. Foldouts shall not be used for text, and shall count as two pages.
2. A page is defined as one side of an 8 ½ by 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
3. Text shall be printed using a font size no less than 12 cpi.
4. Page margins shall be a minimum of 1 inch top, bottom and each side.
5. No cost/price data shall be included in VOLUME I.

L.8 PROPOSAL SUBMITTAL LOCATION

The original proposal and five copies shall be submitted to the following address.

Mailing Address: Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Avenue, SE
Washington, DC 20590
Mail Drop: W36-455
Attn: Lorraine Wilson (HAAM-30)

L.9 VOLUME I - “TECHNICAL PROPOSAL” This volume shall consist of two parts:

Volume I shall consist of two (2) parts:

Part I – Technical & Management Approach

Part II – Staffing

Part I and II shall be bound together in a single volume that is separate from VOLUME II. The combined total page count of Part I shall not exceed 75 pages including text, figures, tables, resumes and appendices. Should the Offerors choose to include a Title Page and/or a Table of Contents, these will not be counted against the 75-page limit.

L.10 VOLUME II - “BUSINESS AND COST/PRICE PROPOSAL.”

Volume II shall consist of three (3) parts:

Part I – Cost/Price Information

Part II – Other Financial & Organizational Information

Part III – Past Performance

Parts I, II, and III of Volume II shall be bound together in a single volume that is separate from VOLUME I.

L.11 VOLUME I - TECHNICAL CAPABILITIES

Certification of Data

The form included as Attachment No. 3 must be completed and submitted as a part of Volume I.

PART I - TECHNICAL & MANAGEMENT APPROACH

Please include the following:

- a) A discussion that describes in detail your technical approach to meeting the requirements of the SOW if awarded a contract. The discussion shall include relevant issues related to HMA compaction for both laboratory and field conditions, the adequacy of the offeror's facilities and equipment for conducting the proposed research, successful experience in research related to HMA compaction, a program timeline and milestones schedule, etc. *See F.3 for a list of contract deliverables.*
- b) A discussion of the organization's capability to manage, coordinate, and integrate the effort delineated in the statement of work, including program and project management methodology, and organizational hierarchies and lines of communication. Also include the extent to which work must be subcontracted out to meet the Government's requirement, and the plan for such an arrangement.

Please see the statement of work (Section C) and the technical evaluation criteria (Section M) for additional information or clarification on items to be addressed in the technical proposal.

PART II – STAFFING PROPOSAL

The Staffing Proposal shall provide the names and resumes of all proposed personnel. Resumes shall clearly identify and describe the individual's education and experience, publication history, certifications, and other relevant information.

Provide evidence that all proposed personnel are available and committed to the proposed hours. Provide letters of commitment for new hires. If subcontracting for professional staffing is required, indicate the number and types to be subcontracted to other sources.

NOTE: Please see the statement of work (Section C) and the technical evaluation criteria (Section M) for additional information or clarification on items to be addressed in the staffing proposal.

L.12 VOLUME II - BUSINESS AND COST/PRICE PROPOSAL

This volume shall include all pricing information and certain general financial/organizational information, as described below:

PART I - COST/PRICE INFORMATION

Your cost or price proposal shall supply sufficient information to determine the fairness and reasonableness of the offer. Cost figures must **not** be shown in the forwarding letter or in the technical or staffing proposals.

PART II - OTHER FINANCIAL/ORGANIZATIONAL INFORMATION

General Information. You must attach a supplemental sheet providing the following information:

- a. Indicate whether the proposed indirect cost rate(s) (if applicable) have been audited and accepted by any Federal audit agency. Give name, location and telephone number of the agency, and the date of acceptance.
- b. Your DUNS and TIN numbers.

PART III - PAST PERFORMANCE

In the Original Proposal (VOLUME II), include a minimum of three completed Past Performance Questionnaires by the Offerors customers (See Section J, Attachment No. 5).

1. The completed questionnaires must be submitted by current (within the last three years) customers (include both commercial and Government if applicable) involving similar or related services, at similar dollar values if possible.
2. The completed questionnaires shall be from independent sources.
3. Offerors must submit each completed customer questionnaire in a separate envelope that has been sealed by the customer for confidentiality.
4. The Government may contact the customer point of contact (POC) for verification. POC telephone and facsimile numbers must be accurate and current.
5. The CO will consider such performance information, along with other factors, in determining whether the Offeror is to be considered responsible, as defined in FAR 9.104. The Offeror is responsible for ensuring the questionnaires are completed in a timely manner and are submitted with its VOLUME II proposal.

L.13 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Frank Waltos, HAAM-10, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.14 FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. The Offerors is cautioned that the listed provisions may include blocks that must be completed by the Offerors and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offerors may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

52.215-1 Instruction to Offerors-Competitive Acquisition (JAN 2004)

52.215-8 Order of Precedence Uniform Contract Format (OCT 1997)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: None.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Department of Transportation Acquisition Regulation (48 CFR Chapter 12) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the regulation.

SECTION M - EVALUATION FACTORS FOR AWARD

EVALUATION CRITERIA

The Government's source selection decision will be based on a Best Value, Trade-off process using the following three factors, further defined below: (A) Technical; (B) Price; (C) Past Performance. When combined, Technical and Past Performance are more important than Price. As differences in technical and past performance ratings and evaluations of offeror's proposals become narrower, price will increasingly become more important as a factor. Each of these factors is described below.

A. Technical

1. Technical, Management, and Organizational Capability

- (a) Demonstrated understanding of the scope of the effort as shown by the offeror's discussion of its approach to meeting the Government's requirement and its proposed program timeline and milestones schedule. Demonstrated understanding of the issues related to HMA compaction for both laboratory and field conditions. Demonstrated successful experience in research related to HMA compaction. Adequacy of the offeror's facilities and equipment for conducting the proposed research.
- (b) The capability of the organization to manage, coordinate, and integrate the effort delineated in the statement of work, including program and project management methodology, and organizational hierarchies and lines of communication. The extent to which required staffing must be subcontracted out to meet the Government's requirement, and the plan for such a staffing arrangement.

2. Staffing / Qualifications

Qualifications and relevancy, depth, and breadth of experience and education for proposed staff.

B. Price

- Total Price

C. Past Performance

The Government will evaluate the relevant merits of each offeror's past performance on the basis of its reputation with its current and/or former customers. The lack of a relevant or recent past performance record will result in a rating of neutral. The Government may review some or all of the following past performance areas:

- Timeliness;
- Delivery or Performance;
- Problem Responsiveness;
- Quality of Purchased Product or Services;
- Cost Control;
- Technical Support; and
- Delivered Quantities.

In evaluating Past Performance, the Government may consider information provided by offerors in their proposal submissions, as well as any other information available to the Government.